



**BRAZORIA COUNTY COURTHOUSE
PURCHASING DEPARTMENT
111 E. LOCUST STREET, BLDG. A-29, SUITE 100
ANGLETON, TEXAS 77515
TEL: 979-864-1825 FAX: 979-864-1034**

BRAZORIA COUNTY SOLICITATION DOWNLOAD ACKNOWLEDGMENT

*Failure to return this form may result in disqualification

Lesla Girouard, A.P.P., C.P.M., CPPB
County Purchasing Director
Brazoria County Purchasing
Courthouse West Annex
451 N. Velasco Street, Suite 100
Angleton, TX 77515

**Solicitation Number: RFP #16-80 LARGE ENTRY AND INTERPRETIVE SIGNS FOR THE PARKS
DEPARTMENT**

Open / Due Date: THURSDAY, AUGUST 04, 2016 AT 11:00 A.M. LOCAL TIME

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 979-864-1034 OR 281-756-1034

Vendor Responsibilities:

Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Brazoria County website no later than five (5) business days prior to bid / proposal opening)
Vendors will submit responses in accordance with requirements stated on cover of document.
Vendors may not submit responses via email or fax

Legal Name of Contracting Company

Contact Person

Complete Mailing Address

Telephone Number

Facsimile Number

Email Address

Signature

Date

BRAZORIA COUNTY REQUEST FOR PROPOSAL COVER SHEET

RFP #16-80 LARGE ENTRY AND INTERPRETIVE SIGNS FOR THE PARKS DEPARTMENT

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying specifications and statement of work are for your convenience in submitting an offer for the enclosed referenced products and/or services for BRAZORIA COUNTY.

Sealed offers shall be received no later than:

THURSDAY, AUGUST 04, 2016 AT 11:00 A.M. LOCAL TIME

PLEASE MARK ENVELOPE: "RFP #16-80 LARGE ENTRY AND INTERPRETIVE SIGNS FOR THE PARKS DEPARTMENT"

Respondent shall sign and date the offer as requested on each page. Offers, which are not signed and dated in this manner, may be rejected.

DELIVER OFFER TO:

PHYSICAL ADDRESS FOR COURIERS & HAND DELIVERIES

****MAILING ADDRESS**

LESA GIROUARD, A.P.P., C.P.M., CPPB
COUNTY PURCHASING DIRECTOR
BRAZORIA COUNTY PURCHASING
COURTHOUSE WEST ANNEX
451 N. VELASCO STREET, SUITE 100
ANGLETON, TEXAS 77515

(SEE NOTE BELOW)

BRAZORIA COUNTY appreciates your time and effort in preparing this offer. Please note that all offers **must be received at the designated location by the deadline shown**. Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable.

****US Postal Service mailing address**

The U.S. mail may not deliver to the physical address shown above. Respondents who prefer to use the U.S. mail may submit their offers using the U.S. Postal Service mailing address shown below.

HOWEVER, packages delivered by the U.S. Postal Service to the Brazoria County mailing address are subject to delays that may cause a response to be rejected due to missing a solicitation receipt deadline.

Responses delivered to the mailing address are routed through the County mailroom and may not reach the required location in time for the bid / offer opening.

Respondents using the U.S. mail should take this possible delay into account when using the U.S. mail.

MAILING ADDRESS


LESA GIROUARD, A.P.P., C.P.M., CPPB
COUNTY PURCHASING DIRECTOR
BRAZORIA COUNTY COURTHOUSE PURCHASING DEPARTMENT
111 E. LOCUST, BLDG A-29, SUITE 100
ANGLETON, TEXAS 77515

BRAZORIA COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response, any requirement of this RFP which may have influenced your decision to "No Offer". If your response to this RFP is a "No Offer" response, please complete the Statement of No Offer in this RFP package and submit.

Any prospective bidder/respondent desiring any explanation or interpretation of the solicitation must make a written request which must be received by the Purchasing Department at least five (5) business days prior to the scheduled time for the bid/offer opening. The request must be addressed to Lesa Girouard, County Purchasing Director, at the address stated above or faxed to (979) 864-1034. Any information given to a prospective bidder/respondent concerning this solicitation will be furnished promptly to all other known prospective bidders/respondents as a written amendment/addendum to the solicitation. Brazoria County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Bidder/Respondent's responsibility to verify the issuance of Addenda in regard to this Bid/Offer. All Addenda shall be submitted to all known bidders/respondents and shall be posted on the Brazoria County Purchasing Website <http://brazoriacountytx.gov/departments/purchasing/bid-opportunities>. Brazoria County shall not be responsible for failed internet connections or power interruptions.

All required Bid/Offer documents shown on the Package Checklist including any Addenda Receipt Forms which may have been issued must be included in a sealed envelope marked with the bidder's company name, the Bid/Offer name, number and due date.


LESA GIROUARD, A.P.P., C.P.M., CPPB
County Purchasing Director
Brazoria County Courthouse
111 E. Locust Street, Bldg. A-29, Suite 100
Angleton, Texas 77515

BRAZORIA COUNTY
BIDDER/RESPONDENT CERTIFICATION

RFP #16-80 LARGE ENTRY AND INTERPRETIVE SIGNS FOR THE PARKS DEPARTMENT

LEGAL NAME OF CONTRACTING COMPANY

FEDERAL I.D. # (Company or Corporation)

SOCIAL SECURITY # (Individual)

TELEPHONE NUMBER

FACSIMILE NUMBER

CONTACT PERSON

TITLE

COMPLETE MAILING ADDRESS

CITY & STATE

ZIP CODE

COMPLETE STREET ADDRESS

CITY & STATE

ZIP CODE

EMAIL ADDRESS

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Offer Sheet. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Brazoria County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

SIGNATURE

DATE

Typewritten or Printed Name

Title

Published Dates:

WEDNESDAY, JULY 20, 2016
WEDNESDAY, JULY 27, 2016

BRAZORIA COUNTY CONTRACT SHEET

THE STATE OF TEXAS COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the ____ day of _____, 2016, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge L.M. "Matt" Sebesta, by virtue of an order of Brazoria County Commissioners' Court, and _____ (hereinafter designated Contractor).

(company name)

WITNESSETH:

The Contractor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for RFP #16-80 LARGE ENTRY AND INTERPRETIVE SIGNS FOR THE PARKS DEPARTMENT as stated in the Request for Proposal Package Checklist hereto attached and made a part hereof, together with the bond (when required), and shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this ____ day of _____ 2016.

SIGNATURE REQUIRED BY
VENDOR UPON AWARD

By: _____
County Judge Signature

By: _____
Printed Name

By: _____
Signature of Contractor

By: _____
Printed Name and Title

REQUEST FOR PROPOSAL PACKAGE CHECKLIST

RFP #16-80 LARGE ENTRY AND INTERPRETIVE SIGNS FOR THE PARKS DEPARTMENT

Items checked below represent components, which comprise this bid/offer package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/offer. Bidders are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Brazoria County Purchasing Department immediately.

It is the bidder's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the following before you return your bid/offer packet. Failure to provide these items may result in rejection of bid/offer.

1. X **Solicitation Download Acknowledgement**
2. X **Cover Sheet**
3. X **Bidder Certification** -Must be signed (**IN INK**) by an authorized representative of the respondent having the authority
to bind the firm into a contract.
4. X **Contract Sheet** - Must be signed (**IN INK**) by an authorized representative of the respondent having the authority to bind the firm into a contract (**TO BE SUBMITTED BY VENDOR UPON AWARD**) .
5. X **Package Checklist**
6. X **Instructions to Bidders**
7. X **Specifications / Statement of Work**
8. X **Bid / Offer Sheet** - Must be signed (**IN INK**) by an authorized representative of the respondent having the authority
to bind the firm into a contract.
9. X **Statement of No Bid**
10. X **Standard Terms and Conditions**
11. X **Special Requirements**
12. X **Bidder/Respondent's Affirmation**
Company name, identifying information and signature (**IN INK**).
13. X **SDNs/Blocked Persons Affirmation**
14. X **Title VI Policy Statement**
15. X **Prevailing Wage Rate**
16. X **Contractor Qualifications – Contractor General Experience & Qualifications**
17. X **Contractor Qualifications - Contractor Key Personnel**
18. X **Contractor Qualifications - Contractor References**
19. X **Contractor's Qualifications - Contractor Current Work Schedule/Record**
20. X **Contractor Qualifications - Contractor Litigation, Claims, Reputation & Compliance**
21. X **Contractor Qualifications – Contractor's Safety Record**
22. X **Contractor Qualifications - Subcontractor List**
23. X **Contractor Qualifications - Contractor References**
24. X **Insurance Requirements**
25. X **Bid Bond Requirements**

Initials _____

26. X **Performance Bond Requirements**
27. X **Payment Bond Requirements**
28. X **Department of Labor Additional Classification Form**
29. X **Conflict of Interest Questionnaire – Form CIQ**
30. X **Certificate of Interested Parties – Form 1295 (TO BE SUBMITTED BY VENDOR UPON AWARD)**
31. X **Insurance Requirements**
32. X **Return Label**
33. X **Attachments:** The documents marked below are hereby attached and made a part of this package.
- **Respondent Data Sheet** (Respondent information and W-9 Form must be completed and returned with offer)
 - Attachment A 16-80 Project Manual/Drawings
 - Attachment B Assurances Construction Programs
 - Attachment C CIAP Amendment
 - Attachment D Disclosure of Lobbying Activities
 - Attachment E Federal Procurement Debarment Certification U.S. Dept of Commerce Form CD-512
 - Attachment F Example Design
 - Attachment G Lighting Example
 - **Respondent Data Sheet** (Respondent information and W-9 Form must be completed and returned with offer)

Initials_____

BRAZORIA COUNTY INSTRUCTIONS TO RESPONDENTS

RFP #16-80 LARGE ENTRY AND INTERPRETIVE SIGNS FOR THE PARKS DEPARTMENT

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 THE CONTRACT: The Contract consists of the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, as well as all other documents included in the Request for Proposal Number 16-80 as stated in the Request for Proposal Package Checklist, and any drawings and other specifications, as well as addenda issued prior to execution of the Contract, other documents listed in the Contract, and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may only be amended or modified under the terms of this Contract.

2.0 PROJECT DESCRIPTION

In accordance with Texas Local Government Code 2269, Subchapter D, Brazoria County is seeking proposals for Large Interpretive Signs. The County may consider the following to determine award of contract:

- (1) the price;
- (2) the offeror's experience and reputation;
- (3) the quality of the offeror's goods or services;
- (4) the impact on the ability of the governmental entity to comply with rules relating to historically underutilized businesses;
- (5) the offeror's safety record;
- (6) the offeror's proposed personnel;
- (7) whether the offeror's financial capability is appropriate to the size and scope of the project;
- and (8) any other relevant factor specifically listed in the request for bids, proposals, or qualifications.

The signs will be located at the following park locations:

- **Hanson Riverside County Park**, 18499 Hwy. 35, West Columbia, TX 77486
- **Camp Mohawk County Park**, 110 CR 193, Alvin, TX 77511
- **Brazos River County Park**, (Planters Point Subdivision) 3053 County Park Rd., Angleton, TX 77515
- **Resoft County Park**, CR 281 and Hwy. 35, Alvin, TX 77511
- **San Luis County Park**, 14001 CR 257 (Blue Water Highway), Freeport, TX 77541
- **Quintana Beach County Park**, 330 5th St., Quintana, TX 77541

The estimated budget is \$200,000.00 dollars for all work.

The project completion date of **NO LATER THAN DECEMBER 20, 2016 FOR ALL LOCATIONS.**

3.0 PROPOSAL REQUIREMENTS

The proposal includes instructions to respondents, specifications, contract documents and plans which consist of all labor, supervision, materials, services, permits and equipment required in conjunction with all work. It is the responsibility of each Respondent before submitting a proposal to examine the contract documents thoroughly and become familiar with local conditions that may affect cost, progress, performance or furnishing of the work.

One (1) original and *six* (6) copies shall be submitted which will include all documents associated with the request for proposal. **Initials**_____

Each marked page of the response sheets must be manually signed or initialed by an officer of the company having the authority to bind the company in a Contract.

Each response shall be bound in a three (3) ring or classic comb binder and tabbed by section. Each bound submittal shall be marked as “Original” or “Copy”. The tabs should identify the following sections by name rather than by a number or alphabet.

- Vendor completed Brazoria County RFP document, including vendor’s response to evaluation factors, specifications / scope of work and offer sheet
- Insurance Requirements
- Vendor Data Sheet & W-9 Form
- Vendor Qualifications
- Bond Requirements
- Contractor’s Proposed Schedule to Completion
- Addenda (if applicable)
- Exceptions (if applicable)
- Additional information if required and / or applicable to the project

Complete responses shall be sealed in an envelope or box for delivery to the Brazoria County Purchasing Director per instructions herein. All documents included in the response and the outside of the envelope and/or box must be labeled with the respondent's name and the RFP number which corresponds to this proposal.

Each response shall be organized to conform to the RFP sequence and format. Respondent should provide a response for each and every portion of the RFP. Responses should be carefully considered by the respondent as they are critical to the evaluation process. Evaluation will consider the adequacy, accuracy and completeness of responses. While Brazoria County appreciates a brief straightforward concise proposal, the respondent must fully understand that the evaluation is based on the information provided. Any ambiguous and equivocal statements may be construed against the respondent.

Where appropriate, your response may consist of phrases such as “understood” “agreed”, or “no exception”. Any omissions shall be assumed to be “No Exceptions”. Any ambiguous and equivocal statements may be construed against the respondent.

Provider must note any exceptions to the statements, specifications or requirements stated in the proposal documents. These exceptions must be provided at the time of the RFP opening in order to be considered. Exceptions to the Standard Terms and Conditions and Special Requirements may be placed in an Appendix labeled “Exceptions.”

Each respondent shall submit completed Contractor Qualifications forms provided in this Request for Proposal. Brazoria County shall have the right to take such steps as it deems necessary to determine the ability of the respondent to perform its obligations under the Contract, and the respondent shall furnish Brazoria County all such information and data for this purpose as it may request. Brazoria County reserves the right to reject any offer where an investigation of the available data pertaining to the qualifications of an respondent is not to the satisfaction of Brazoria County.

4.0 CONTRACT AWARD / EVALUATION PROCESS

An evaluation committee will examine all responses to this Request for Proposals. Responses that do not conform to the instructions given or that do not address all the questions and services specified may be eliminated from consideration. Brazoria County, however, reserves the right to accept such a response if it is determined to be in the County’s best interest to do so.

Brazoria County may seek clarifications from respondents during the evaluation process. Respondents may

NOT initiate discussions with Brazoria County during the evaluation process. Brazoria County expects to receive clarifications from respondent personnel authorized to enter into contractual obligations. Initials_____

Brazoria County shall rank responses in accordance with the Selection Criteria listed in Paragraph 6.0 and may enter into negotiations with the respondent who offers the best value to the County. If the County is unable to negotiate a satisfactory contract with the respondent who offers the best value to the County, Brazoria County will formally end negotiations with that respondent. The respondent who offers the next best value may then be asked to negotiate. Negotiations are continued in this sequence until a Contract is finalized or the Request for Proposal is withdrawn.

5.0 SELECTION CRITERIA

The criteria used to evaluate the proposals shall be:

Proposed Construction Contract Price..... 35 points
Contractor's Proposed Schedule and Completion Methodology..... 25 points
Contractor Experience, Qualifications, Reputation and Safety Record20 points
Contractor Design Detail and Method of Engraving presentation in proposal.....20 points

An award will be made to the respondent who offers the best value for the County based on the selection criteria contained herein.

Brazoria County is not bound to accept the lowest priced proposal if that proposal is judged not to provide the best value for the County.

Proposals will be opened publicly to identify the names of the respondents and their monetary proposals. Other contents of the proposals will not be disclosed prior to award or rejection by Brazoria County.

Brazoria County may award all, partial or no items listed on the Offer Sheet.

5.1 PROPOSAL SCORING CRITERIA

The following information will be used by the County in the selection of the vendor to provide the work as stated in drawings specifications.

5.1.1 Price (35 points)

- Vendor's submitted price for their proposed system.

5.1.2 Contractor's Proposed Schedule and Completion Methodology (25 points) **C.I.A.P. Grant funded. This project must be complete at all locations no later than 12/20/2016.**

- Overall understanding and capability of completing the project
- Logic, risk, and appropriateness of proposed schedule
- Sufficiency of the proposed resources to meet the schedule
- Proposed timeline/schedule

5.1.3 Contractors's Experience and Qualifications, including subcontractors (20 points)

- Internal quality management procedures
- Past performance
- Capability of completing assigned tasks in order to stay within project timeline.

5.1.4 Contractor Design Detail and Method of Engraving presentation in proposal (20 Points)

- Comprehensive presentation with sign renderings and details of art and wording.

Initials_____

6.0 PROJECT MANAGER

JR Norris
Brazoria County Parks Dept.

7.0 REQUESTS FOR CLARIFICATIONS

Any prospective respondent desiring any explanation or interpretation of the proposal must make a written request which must be received by the Purchasing Department at least five (5) business days prior to the scheduled time for the proposal opening. The request must be addressed to Jim Hopkins, Purchasing Department, at the address listed below or faxed to (979) 864-1034.

Brazoria County Purchasing Department
Attn: Jim Hopkins
111 E. Locust Street, Bldg A-29, suite 100
Angleton, TX 77515

Respondents may also email requests for clarification to: jamesh@brazoria-county.com.

8.0 PERMITS

Respondent **will be responsible for obtaining all permits required for project.** For heavy haul permits, please contact the County Engineering office. The number is 979-864-1265.

9.0 AWARD LETTER / NOTICE TO PROCEED AND PRE-CONSTRUCTION MEETING

After the award has been made in Commissioner's Court, an award letter will be sent to the vendor with information on how to submit any required documentation needed to finalize the award. Once all required bonds, insurance and other applicable forms have been submitted to the Purchasing Department, the Project Manager will contact the awarded contractor and set up the pre-construction meeting in order to schedule the mobilization start date of the project.

10.0 MODIFICATIONS PRIOR TO OPENING

Prior to the opening of proposals, an offer may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

11.0 CHANGE ORDERS

Due to budget constraints, change orders will be limited to those revisions that are due to unforeseen conditions and are approved by Brazoria County. Contractors are advised to fully understand the scope of work and to review the specifications and drawings in order to submit any requests for clarifications prior to the proposal opening.

In the event a change order is required and approved by Brazoria County, said changes shall be incorporated into this Contract in the form of a change order. All change orders shall be subject to the review and approval of Brazoria County Commissioner's Court, or the Court's designee, and shall be in accordance with the Local Government Code.

Any discrepancies which may be discovered between actual conditions and those represented by the specifications or drawings shall be reported at once to the Brazoria County Project Manager and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Brazoria County Project Manager.

Initials_____

12.0 WEATHER DAYS REQUIREMENTS

Non-working days due to inclement weather (“weather days”) will be granted upon meeting the following requirements:

- 12.1 Contractor shall notify Brazoria County Project Manager on the particular day that work is not performed due to inclement weather.
- 12.2 If the Brazoria County Project Manager agrees that the scheduled substantial or major work cannot be performed due to the weather conditions, then the Contractor must submit, in writing, a letter stating the following:

- What work was not performed
- Day work was not performed
- Weather conditions at the site on that particular day
- Affected areas of critical path

The letter must be received by close of the next business day, or a weather day will not be granted.

- 12.3 If the Brazoria County Project Manager agrees that the scheduled substantial or major work cannot be performed due to the weather conditions, then one or more days will be credited, but the contractual sum shall not be amended to account for Contractor’s overhead, supervision, profit, or any other cost or expense associated with nonperformance of work.

13.0 LIQUIDATED DAMAGES, TERMINATION AND DELAYS

- 13.1 If the Contractor shall fail to fully complete the work within the time specified on the Offer Sheet (subject however to extensions of time duly granted in the manner and for the causes specified in the herein) the Contractor shall be charged by Brazoria County as liquidated and ascertained damages the sum of five hundred ninety (\$590.00) dollars for each working day that the work remains incomplete beyond the time herein fixed for the completion, it being hereby expressly and mutually agreed that from the nature of the case it would be impracticable and extremely difficult to fix the actual damage which would or will be suffered in the event that the Contractor should fail to fully complete the work within the time specified, and it being further agreed that said charge herein provided for is reasonable and proper in the premises. The amount so charged may be deducted by Brazoria County from any moneys which might otherwise be or become payable to the Contractor.

- 13.2 Excusable Delays.

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated or ascertained damages for any delays in the completion of the work due to:

- Controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency; or
- Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

Provided, however, the Contractor shall promptly notify Brazoria County Project Manager within ten (10) days in writing of the cause of any delay. Upon receipt of such notification, the Brazoria County Project Manager shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is determined by the Brazoria County Project Manager to be excusable, Brazoria County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay. Any delay by the Contractor in not notifying the Brazoria County Project Manager shall not be excused.

Initials _____

Right of Brazoria County to Terminate Contract.

In the event that any of the provisions of this Contract are violated by the Contractor, or by any of its subcontractors, the County of Brazoria may serve written notice upon the Contractor and the Surety of its intention to terminate the contract.

The notices shall contain the reasons for such intention to terminate the Contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten (10) days, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, Brazoria County shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract.

Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, Brazoria County may take over the work and complete the project by proposal or bid, or by force account.

The Contractor and its Surety shall be liable to Brazoria County for any excess cost incurred. In such event, Brazoria County may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore.

WEATHER DAYS REQUIREMENTS

Non-working days due to inclement weather ("weather days") will be granted upon meeting the following requirements:

- Contractor shall notify Brazoria County Project Manager on the particular day that work is not performed due to inclement weather.
- If the Brazoria County Project Manager agrees that the scheduled substantial or major work cannot be performed due to the weather conditions, then the Contractor must submit, in writing, a letter stating the following:
 - What work was not performed
 - Day work was not performed
 - Weather conditions at the site on that particular day
 - Affected areas of critical path

The letter must be received by close of the next business day, or a weather day will not be granted.

- If the Brazoria County Project Manager agrees that the scheduled substantial or major work cannot be performed due to the weather conditions, then one or more days will be credited, but the contractual sum shall not be amended to account for Contractor's overhead, supervision, profit, or any other cost or expense associated with nonperformance of work.

14.0 FINAL INSPECTION

When the work included in this Contract is substantially completed, the Contractor shall notify the Project Manager in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The Project Manager will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

Per Brazoria County, substantial completion is defined as a designated portion of a construction project that is sufficiently complete in accordance with the contract for the owner to occupy and / or utilize it for its intended use, without undue interference.

Initials_____

15.0 PAYMENTS TO CONTRACTOR:

15.1 Retainage

- The Contractor shall prepare his invoice or application for payment for partial payment(s) as of the last day of the month and submit the invoice or pay application to the Project Architect and /or Brazoria County Project Manager for his approval. The amount of the payment due the Contractor shall have five percent (5%) deducted to be retained until final payment.

15.2 Final Payment

- After final inspection and acceptance by Brazoria County of all work under the Contract, the Contractor shall prepare his – invoice or application for payment for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Contract. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments.

16.0 DISCLOSURE OF CERTAIN RELATIONSHIP

Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code section 176.006.

A person commits an offense if the person knowingly violations Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: <http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM>

Texas Local Government Code Chapter 176 can be found here:
<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>

Questionnaire Form CIQ is included in this bid/offer

By submitting a response to this request, the vendor or person represents compliance with the requirements of Texas Local Government Code chapter 176. If required, completed forms should be sent to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

Initials_____

17.0 CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be Completed by awarded vendor at time of signed contract submission.

Form 1295 and definitions are included in this bid/offer for your information.

All responding vendors may access a video from the Texas Ethics Commission which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at <http://brazoriacountytexas.gov/departments/purchasing/doing-business>.

18.0 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB's)

Historically Underutilized Businesses (HUB's) are encouraged to participate in the bid/RFP processes. Although Brazoria County does not certify HUB vendors, Brazoria County recognizes the certifications of other governmental entities. If you are certified by a government entity, please include your certificate in your bid submittal.

Per Code of Federal Regulations, Title 2, § 200.321, "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms", if awarded vendor is a prime contractor and subcontractors are to be let by prime contractor, the following affirmative steps are required of the prime contractor:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

19.0 PREVAILING WAGE RATES

Chapter 2258 of the Texas Government Code requires state agencies, cities, counties, independent school districts, and all other political subdivisions that engage in construction projects using public funds to include prevailing wage rate in the project request for proposal documents and Contract.

Current prevailing wage rates are incorporated in the Contract documents as attached.

20.0 CONTRACT TERM

Award of Contract shall begin upon acceptance of Contract and shall continue until completion of the project as stated on the Offer Sheet contained herein.

Brazoria County retains the option to solicit new proposals at any time if in its best interest.

Initials_____

21.0 INSURANCE

Contractor shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof for the duration of the project. Certificates shall indicate name of Contractor, name of insurance company, policy number, term of coverage and limits of coverage.

Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Contractor shall require that any and all subcontractors that are not protected under the Contractor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Contractor and provide written proof of such insurance to Contractor. Proof of renewed/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Contractor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

In the event that the insurance is renewed during the duration of the contract, Contractor shall furnish certificate of insurance to the County evidencing renewal of policy within 30 days of renewal. Contractor shall provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to Bidder that the contract is being activated as written proof of such insurance and further provided that Bidder shall not commence work under this contract until it has obtained all insurance required herein and provided written proof as required herein.

WAIVER OF SUBROGATION:

All policies of insurance shall waive all rights of subrogation against Brazoria County, its officers, employees and agents.

ADDITIONALLY INSURED:

Further, on vendor's certificate of insurance supplied to Brazoria County, Brazoria County shall be listed as additionally insured with the exception of workers compensation insurance.

BUILDER'S RISK

The Contractor shall carry in full force during the term of the Contract, and any extensions thereof, builder's risk insurance not less than the value of this Contract.

22.0 SYSTEM FOR AWARD MANAGEMENT (SAM)

Prior to bid submittal, bidders/respondents must register with the System for Award Management (SAM) or have an active registration with SAM. Active registration is required prior to award of contract.

The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds.

Registering online is accomplished on the [SAM website](http://www.sam.gov) at www.sam.gov. Information concerning the process can be found on the Purchasing website at: <http://brazoriacountytexas.gov/departments/purchasing/doing-business>.

Initials _____

23.0 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline.

It will be the responsibility of the vendor to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

24.0 ADDITIONAL REQUIREMENTS (REVISE ACCORDING TO RFP)

24.1 Purchase Orders

- The awarded vendor must receive an authorized Purchase Order Number from Brazoria County prior to the mobilization of the project.

25.0 OTHER REQUIREMENTS:

I. Remedies:

“If the bidder/vendor fails to comply with the terms and conditions of this Agreement, Brazoria County may take one or more of the following actions, as appropriate to the circumstance:

- (a) Temporarily withhold payments pending the bidder/vendor commencing in good-faith corrective action to cure the deficiency;
- (b) Permanently withhold payments; and/or
- (c) Take any and all other remedies that may be legally available.

II. Equal Opportunity Clause:

“During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.
- (2) Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees
- (3) to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (4) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (5) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (6) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Initials _____

(7) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(8) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(9) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

III. Retention of Records

"Retention of Records. The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the (name of the state agency or local or Indian tribal government), (name of grantee), the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims."

IV. Clean Air Act and Federal Water Pollution Control Act

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of grantee), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of grantee), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA."

Initials _____

V. Debarment and Suspension

“Suspension and Debarment

- (1) The contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Brazoria County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Texas Department of Emergency Management and Brazoria County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

VI. Byrd Anti-Lobbying

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

VII. Procurement of Recovered Materials:

- 1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.

Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>

Initials_____

VIII. DHS Seal

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval."

IX. Compliance with Federal Law, Regulations, and Executive Orders

"This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

X. No Obligation by Federal Government

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

XI. Program Fraud and False or Fraudulent Statements or Related Acts

"The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Initials_____

BRAZORIA COUNTY

SPECIFICATIONS / SCOPE OF WORK

RFP #16-80 LARGE ENTRY AND INTERPRETIVE SIGNS FOR THE PARKS DEPARTMENT

DRAWINGS AND SPECIFICATIONS ARE POSTED TO THE BRAZORIA COUNTY PURCHASING FTP WEBSITE. ATTACHMENT “A” 16-80 PROJECT MANUAL

A LINK ON THE BID OPPORTUNITIES PAGE WILL DIRECT YOU TO THE DOWNLOAD PAGE.

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable. Brazoria County will purchase signs for up to six (6) park locations within the limits of available C.I.A.P. grant funding.

1.0 SCOPE

Contractor shall construct sign foundations per the drawings. Contractor shall design and produce signs for each park location based on the theme for that location. The method of engraving, carving, sandblasting or other methods shall be determined by the contractor based on long life expectations for the finished sign. Attachment “A” Example Design, is a rough example of a sign for Quintana Beach County Park. The design is based on the Beach Theme. Graphics should contain some texture and can be either 2D or 3D design. The content should reflect the theme of the park. All signs will have an interpretive back panel containing approx. 400 to 450 words. The Brazoria County Parks Department with logo shall appear on the back as shown on the Quintana Beach Park example.

The signs must be accessible from all sides by the public.

2.0 GENERAL REQUIREMENTS

Hanson Riverside County Park – Theme: Bottom Land Hardwood Forest and San Bernard River

Images on sign should be things like a raccoon, whitetail deer, oak tree, river scene, people fishing, etc. Sign Foundation Option “B” (Per Drawing #5 of 8). Option “B” allows the sign to be viewed from two directions of traffic.

Camp Mohawk County Park – Theme: Loblolly Pine Forest

Images on sign should be things like tall pine trees, whitetail deer, woodpecker, squirrel, a stream or creek to symbolize Chocolate Bayou, etc.

Sign Foundation Option “A” (Per Drawing #3 of 8)

Brazos River County Park – Theme: Bottom Land Hardwood Forest and Brazos River

Images on sign should be things like a raccoon, alligator, whitetail deer, oak tree, river scene, hiking trail, etc.

Sign Foundation Option “A” (Per Drawing #3 of 8)

Resoft County Park – Theme: Diverse Recreation

This park is more like a “city park;” images on sign should be things like kids playing soccer, kids playing on playground equipment such as swings or slides; kids riding a bike, and images like wading birds such as a great egret or ibis—both of which nest on the island in this parks’ pond.

Sign Foundation Option “A” (Per Drawing #3 of 8)

Initials _____

San Luis County Park – Theme: Fishing

This park is almost exclusively for people to fish on the coast. Images on sign would be a redfish, spotted sea trout, southern flounder, and maybe an RV.

Sign Foundation Option “B” (Per Drawing #5 of 8). Option “B” allows the sign to be viewed from both directions of the road.

Quintana Beach County Park – Theme: Beach

See Attachment “F” for image suggestions.

Sign Foundation Option “A” (Per Drawing #3 of 8)

This project will be totally funded with Federal Coastal Impact Assessment Program (CIAP) grant resources administered by the US Department of the Interior, Fish and Wildlife Service, Wildlife and Sport Fish Restoration Program, which will require special conditions to be met as stated below.

Terms of Acceptance:

- Code of Federal Regulations (CFR) requirements, including but not limited to:
 - 2 CFR Part 175, Trafficking Victims Protection Act of 2000
 - 43 CFR 12, Administrative and Audit Requirements and Cost Principles of Assistance Programs
 - 43 CFR 43, Government-wide Requirements for a Drug-Free Workplace
 - 43 CFR 18, New Restrictions on Lobbying
- Signed Disclosure of Lobbying Activities Form (Standard Form-LLL) to be signed and included in the response. This form can be found as Attachment J, which is posted to Brazoria County website.
- Assurances-Construction Programs SF-424D to be signed and included in the response. This form can be found as Attachment C, which is posted to Brazoria County website.
- Federal Procurement Debarment Certification U.S. Dept of Commerce Form CD-512 to be signed and included in the response. This form can be found as Attachment F, which is posted to Brazoria County website.
- State and local laws and regulations
- Buy American Requirements:
 - § 12.730
 - Buy American Act—Supplies.
 - (a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic end products.

Components, as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

Domestic end product, as used in this clause, means an unmanufactured end product mined or produced in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in paragraphs (b)(2) or (3) of this clause shall be treated as domestic.

End products, as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.
 - (b) The contractor shall deliver only domestic end products, except those—
 - (1) For use outside the United States;
 - (2) That the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;
 - (3) For which the head of the grantee organization or a designee at a level no lower than the grantee's designated awarding official determines that domestic preference would be inconsistent with the public interest; or
 - (4) For which the head of the grantee organization or a designee at a level no lower than the grantee's designated awarding official determines the cost to be unreasonable (see § 12.715). **Initials** _____

BRAZORIA COUNTY OFFER SHEET

RFP #16-80 LARGE ENTRY AND INTERPRETIVE SIGNS FOR THE PARKS DEPARTMENT

We, the undersigned, propose to enter into a contract with the County of Brazoria, State of Texas, to furnish all labor, materials, tools, transportation, insurance, permits and all incidentals necessary for the construction of the project sign foundations according to the plans and specifications prepared by Cedna Engineering and specifications for the sign content contained in the RFP for the amounts set forth below:

- 1.0 We hereby acknowledge receipt of Addenda No.____, ____, ____, ____, ____
- 2.0 We have carefully reviewed, and understand the "Advertisement for Proposal", the "Instructions to Respondents", and the Drawings and Specifications, examined the site in detail (optional, but recommended), and have acquainted ourselves with the existing and anticipated conditions that might affect the work, and accept the drawings and specifications as being satisfactory and adequate for the construction of said work.
- 3.0 We attach bid bond in the sum of 5% of the amount of our proposal executed by_____,
Surety; Attorney-in-fact_____, Agent.
- 4.0 If awarded the contract, we agree to begin work within _____(_____) calendar days which will be stated in the "Notice to Proceed", and to substantially complete all work within _____ (____) calendar days, subject to liquidated damages as stated in section 14.0 Liquidated Damages, Termination and Delays.
- Failure to include completion date above may result in rejection of proposal or Brazoria County may fix completion date for purposes of establishing when liquidated charges begin.
- 5.0 **BASE OFFER AMOUNT OF:**

Respondent agrees to perform all Work as described in the proposal documents (includes specifications and drawings) for the amounts listed below.

Hanson Riverside County Park – Theme: Bottom Land Hardwood forest and San Bernard River

Images on sign should be things like a raccoon, whitetail deer, oak tree, river scene, people fishing, etc.

Sign Foundation Option "B" (Per Drawing #5 of 8)

(Amount written out) Dollars.

\$ _____
(Amount in figures)

ADD ALTERNATE #1, SOLAR LIGHTING: The respondent should offer a lighting solution, size appropriate for the above sign. The sign must be accessible from all sides.

(Amount written out) Dollars.

\$ _____
(Amount in figures)

Camp Mohawk County Park – Theme: Loblolly Pine Forest

Images on sign should be things like tall pine trees, whitetail deer, woodpecker, squirrel, a stream or creek to symbolize Chocolate Bayou, etc.

Sign Foundation Option “A” (Per Drawing #3 of 8)

(Amount written out) Dollars.

\$ _____
(Amount in figures)

ADD ALTERNATE #2, SOLAR LIGHTING: The respondent should offer a lighting solution, size appropriate for the above sign. The sign must be accessible from all sides.

(Amount written out) Dollars.

\$ _____
(Amount in figures)

Brazos River County Park – Theme: Bottom Land Hardwood Forest and Brazos River

Images on sign should be things like a raccoon, alligator, whitetail deer, oak tree, river scene, hiking trail, etc.

Sign Foundation Option “A” (Per Drawing #3 of 8)

(Amount written out) Dollars.

\$ _____
(Amount in figures)

ADD ALTERNATE #3, SOLAR LIGHTING: The respondent should offer a lighting solution, size appropriate for the above sign. The sign must be accessible from all sides.

(Amount written out) Dollars.

\$ _____
(Amount in figures)

Resoft County Park – Theme: Diverse Recreation

This park is more like a “city park;” images on sign should be things like kids playing soccer, kids playing on playground equipment such as swings or slides; kids riding a bike, and images like wading birds such as a great egret or ibis—both of which nest on the island in this parks’ pond.

Sign Foundation Option “A” (Per Drawing #3 of 8)

(Amount written out) Dollars.

\$ _____
(Amount in figures)

ADD ALTERNATE #4, SOLAR LIGHTING: The respondent should offer a lighting solution, size appropriate for the above sign. The sign must be accessible from all sides.

_____ Dollars.

(Amount written out)

\$ _____

(Amount in figures)

San Luis County Park – Theme: Fishing

This park is almost exclusively for people to fish on the coast. Images on sign would be a redfish, spotted sea trout, southern flounder, and maybe an RV.

Sign Foundation Option “B” (Per Drawing #5 of 8)

_____ Dollars.

(Amount written out)

\$ _____

(Amount in figures)

ADD ALTERNATE #5, SOLAR LIGHTING: The respondent should offer a lighting solution, size appropriate for the above sign. The sign must be accessible from all sides.

_____ Dollars.

(Amount written out)

\$ _____

(Amount in figures)

Quintana Beach County Park – Theme: Beach

See Attachment “F” for image suggestions.

Sign Foundation Option “A” (Per Drawing #3 of 8)

_____ Dollars.

(Amount written out)

\$ _____

(Amount in figures)

ADD ALTERNATE #6, SOLAR LIGHTING: The respondent should offer a lighting solution, size appropriate for the above sign. The sign must be accessible from all sides.

_____ Dollars.

(Amount written out)

\$ _____

(Amount in figures)

TOTAL FOR ALL LOCATIONS (NOT INCLUDING ALTERNATES)

_____ Dollars.

(Amount written out)

\$ _____

(Amount in figures)

**** OFFER AMOUNT SHALL BE EXPRESSED IN WORDS AND FIGURES. IN THE EVENT OF A DISCREPANCY AMOUNTS SHOWN IN WORDS WILL GOVERN.***

GENERAL: The undersigned respondent has carefully examined the Request for Proposal package and the Certification, the Standard Terms and Conditions, the Technical Specifications and all other documents and requirements included therein.

Further, the undersigned understands that by his signature affixed below, he agrees to enter into a contract with Brazoria County in accordance with the requirements of the County as stated in the above-referenced contract documents.

Detailed specifications covering items offered must be attached to and made a part of the Offer Sheet.

Brazoria County reserves the right to accept or reject any or all proposals and waive all technicalities.

(legal name of bidding firm)

(address)

(type name of officer)

(signature of officer)

(title of officer)

(telephone)

(fax)

(date)

BRAZORIA COUNTY STATEMENT OF NO OFFER

RFP #16-80 LARGE ENTRY AND INTERPRETIVE SIGNS FOR THE PARKS DEPARTMENT

If respondent is not offering on the goods and/or services as stated in this RFP please complete and return this form to:

Brazoria County Courthouse, Purchasing Department, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515.

NAME OF FIRM: _____

ADDRESS: _____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

The above has declined to submit a response for the following reason(s) [please check all that apply]:

- _____ Specifications too "restrictive", i.e., goods offered by our company do not meet stated specifications.
- _____ Specifications unclear (please explain below).
- _____ We do not offer this commodity and/or service or an equivalent.
- _____ Insufficient time to respond to the RFP.
- _____ Our schedule would not permit us to perform.
- _____ Can not meet insurance requirements.

Remarks: _____

BRAZORIA COUNTY

STANDARD TERMS AND CONDITIONS

1. **FUNDING:** Funds for payment have been provided through the Brazoria County budget approved by the Commissioners Court for the current fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Brazoria County fiscal year shall be subject to budget approval.
2. **DELIVERY:** Items ordered from this offer may require delivery to various locations throughout Brazoria County, as specified in this offer or at time of order. All delivery and freight charges (F.O.B. Brazoria County designated location) are to be included in the offer price except as noted herein.
3. **AWARD OF CONTRACT:** Brazoria County reserves the right to reject any or all offers, and to select any part or parts thereof without accepting the entire offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. Brazoria County may purchase through the source that provides the best value to the County. The successful Respondent will be notified of award as promptly as a thorough analysis of offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply bonds and certificate of insurance as may be required herein.
 - 3.1 Brazoria County hereby notifies Respondents that pursuant to Texas Local Government Code §262.0276 (effective September 1, 2003) Brazoria County is prohibited from entering into a contract or other transaction which requires approval by the Commissioners Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited corporation or other entity which is indebted to the County. Further, that this Contract may be terminated and payment withheld if awarded Respondent becomes indebted to the County during the term of the Contract.
4. **EQUAL EMPLOYMENT:** All contracts will be awarded by Brazoria County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.
5. **CONTRACT:** The Contract consists of the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, all well as all other documents included in the Request for Proposal Number 16-80 as stated in the Request for Proposal Package Checklist, and any drawings and other specifications, as well as addenda issued prior to execution of the Contract, other documents listed in the Contract, and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. No invoices will be paid prior to acceptance of Contract by Brazoria County. No different or additional terms will become a part of this Contract, except as agreed upon by all parties hereto.
6. **INTERLOCAL PARTICIPATION:** It is hereby made a precondition of any offer for a Contract for supplies or services and a part of these specifications, that the submission of any offer in response to this request constitutes a offer made under the same conditions, for the same price, and for the same effective period as this offer, to any other governmental entity having an interlocal agreement with Brazoria County.
 - 6.1 It is further understood, that any other governmental entity that elects to use a Brazoria County semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.
7. **DEFAULT OF RESPONDENT:** If successful respondent defaults by failing to supply bonds and/or certificate of insurance within the ten (10) day period allotted, award shall pass to the next respondent who provides the best value to Brazoria County upon the approval of Commissioners' Court.
 - 7.1 Respondent, in submitting this offer, agrees that Brazoria County shall not be liable for damages in the event that the County declares the respondent in default.

Initials_____

8. **ADDENDA:** Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazoria County Purchasing Director. Addenda will be mailed to all that are known to have received a copy of the offer package and/or Contract. Respondents shall acknowledge receipt of all addenda.
9. **SALES TAX:** Brazoria County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.
10. **ETHICAL CONDUCT:** The respondent shall not offer or accept gifts or anything of value, nor enter into any business arrangement with any employee, official, or Director of Brazoria County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.
- 10.1 The Respondent affirms that the only person or parties interested in this offer as principals are those named herein, and that this offer is made without collusion with any other person, firm, or corporation.
11. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
- Have adequate financial resources, or the ability to obtain such resources as required;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
- 11.1 Brazoria County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.
12. **REFERENCES:** During an analysis of all offers, Brazoria County may request Respondent to supply a list of three (3) references to which like services or materials have been supplied by Respondent. If requested, references should include name of firm, address, telephone number and name of representative.
13. **INSURANCE:** Prior to acceptance of contract by Brazoria County, the successful Respondent must furnish a Certificate of Insurance from an approved insurance carrier for the coverage indicated.
14. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
15. **INDEMNIFICATION:** The successful Respondent (herein after referred to as Contractor), shall defend, indemnify, and save harmless Brazoria County and all its officers, Directors, officials, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Worker's Compensation Act, or any other law, ordinance, order, or decree; or of any Director, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.
- 15.1 Further, Contractor indemnifies and will indemnify and save harmless Brazoria County from liability, claim or demand on their part, their Directors, servants, customers, employees, subcontractors, or any employees or agents of subcontractors, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere.

Initials_____

Contractor shall pay any judgment with costs which may be obtained against Brazoria County growing out of such injury or damages

- 15.2** Money due the Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.
- 16. THIRD PARTY BENEFICIARY CLAUSE:** It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.
- 17. PURCHASE ORDERS REQUIRED:** All orders for materials or work must be authenticated by a purchase order issued by the Brazoria County Purchasing Department. Invoices not bearing a purchase order number will not be paid.
- 18. TESTING:** All materials being used in fulfillment of this Contract are subject to inspection or test at any time during their preparation, delivery, or use. At the option of the County Purchasing Director, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with Brazoria County. The County reserves the right to immediately terminate any Contract found not to be in compliance with governing specifications as a result of testing by the County.
- 19. WAGES:** Contractor shall pay or cause to be paid, without cost or expense to Brazoria County, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.
- 20. TERMINATION OF CONTRACT:** This Contract shall remain in effect until Contract expires, or until terminated by either party upon thirty (30) days written notice. The Contractor must state in such notice the reasons for such cancellation, and shall address it to the County Purchasing Director, 111 East Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515. Brazoria County reserves the right to award canceled Contract to the respondent who offers the next best value to the County as it deems to be in the best interest of the County.
- 20.1** In the event of breach or default of this Contract, Brazoria County reserves the right to enforce this Contract in any manner prescribed by law or deemed to be in the best interest of the County.
- 20.2** In the event that any of the provisions of this Contract are violated by the Contractor, or by any of the Contractor's subcontractors or agents, or the Contractor fails to perform, keep, or observe any of the terms or conditions of this Contract, Brazoria County may terminate the Contract as specified in Paragraph 15.0 of Instructions to Respondents.
- 21. DELIVERY OF NOTICES:** Any notice provided by this Contract (or required by law) to be given to the Contractor by Brazoria County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Angleton, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
- 22. DELIVERY TICKETS:** Delivery tickets shall accompany each order shipped, and shall show Contractor's name and address, delivery location, Brazoria County purchase order number and descriptive information as to item and quantity delivered.

Initials _____

- 23. HAZARDOUS SUBSTANCES:** State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.
- 24. PAYMENT:** Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the County of items(s) ordered, and receipt of a valid invoice in accordance with Texas Government Code chapter 2251. Contractor is required to pay subcontractors within ten (10) days.
- 25. CONTRACTOR'S LIABILITY:** The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, including the Contractor's agents, employees, subcontractors, and any employees or agents of subcontractors, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.
- 25.1** When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, including the Contractor's agents, employees, subcontractors, and any employees or agents of subcontractors, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.
- 26. DEFECTIVE MATERIALS:** Unless otherwise stated herein, items supplied under this Contract shall be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.
- 27. WARRANTY:** Contractor shall warrant that all items and services shall conform to the proposed specifications, all warranties as stated in the Uniform Commercial Code, and be free from all defects in material, workmanship and title. Contractor and the County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor shall provide additional warranty requirements as defined in the Scope of Work attached. Respondents must provide all warranty terms and conditions in response package.
- 28. ASSIGNMENT:** Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Brazoria County.
- 29. GOVERNING LAW:** Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazoria County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. All disputes arising out of this agreement will be resolved in Brazoria County, Texas.

All documents are subject to the Public Information Act requirements.

- 30. DRAWINGS:** All drawings, plans, and specifications are hereby attached and made a part of this Contract.
- 31. RIGHT TO AUDIT:** At anytime during the term of this Contract and for a period of four (4) years thereafter, the State of Texas, Brazoria County, and/or other federal, State and local agencies which may have jurisdiction over this contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful respondent's expense within two (2) weeks of written request.

Initials_____

- 32. BID BOND:** When applicable, all respondents must submit, with proposal, a cashier's check or certified check for at least five percent (5%) of the total proposal price, if the proposal exceeds \$100,000 in Contract price or if the Contract includes construction of public work. Such cashier's check shall be payable to the order of Brazoria County, or a Bid Bond in the same amount issued by a surety, acceptable to Brazoria County, authorized to do business in the State of Texas, as a guaranty that the respondent will enter into a contract with Brazoria County (as outlined in the Instructions/Specifications/Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required. (*See Package Checklist.*)
- 33. PERFORMANCE AND PAYMENT BONDS:** (Public Works Contract or as Required by Commissioner's Court) In the event the total accepted proposal price exceeds \$25,000 the successful respondent must provide to the office of the County Purchasing Director, a payment bond, and if the price exceeds \$100,000 the successful respondent must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the respondent. In the event Brazoria County rejects the proposed surety company, the respondent will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County. (*See Package Checklist.*)
- 34. APPLICABLE LAW:** All applicable laws and regulations of the State of Texas and ordinances and regulations of Brazoria County shall apply.
- 35. COMPLIANCE WITH APPLICABLE LAWS:** Respondent shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by respondent hereunder or which in any manner affect this Contract.
- 36. FORCE MAJEURE:** Neither the County nor the successful respondent shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.
- 37. SEVERABILITY:** If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.
- 38. QUANTITIES:** Brazoria County requests purchase prices for the items identified in this offer, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of offer preparation. These quantities shall not be construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.
- 38.1** Brazoria County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum. Additional items shall be priced in accordance with this contract with appropriate discounts being applied.

Initials_____

39. PURCHASE FROM OTHER SOURCES: Brazoria County reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or thorough separate procurement actions due to the unique or special needs of Brazoria County. Further, the County reserves the right to obtain such goods and/or services from others without penalty or prejudice to the County or the respondent and such action shall not invalidate in whole or in part this Contract or any rights or remedies Brazoria County may have hereunder.

Initials_____

BRAZORIA COUNTY SPECIAL REQUIREMENTS

RFP #16-80 LARGE ENTRY AND INTERPRETIVE SIGNS FOR THE PARKS DEPARTMENT

RESPONDENT INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede other requirements where applicable.

General

The requirements set forth below are intended to outline the basic operating parameters and procedures required to provide goods and/or services to Brazoria County as described herein. It is not the intention to describe every item required. In the performance of this Contract, the successful respondent represents it is familiar with the condition under which Brazoria County operates and represents that it has the resources, knowledge and skills to properly support the County's needs consistent with these special conditions and the Contract documents.

The County reserves the right to modify this Contract and Scope of Work as necessary to develop and maintain specifications / statement of work that meets the County's needs. Such modifications shall be mutually agreed upon and shall be incorporated into this Contract as an addendum. Brazoria County shall not be responsible for any additional charge that is not stated in this Contract or mutually agreed to prior to such work or service is performed and/or invoiced.

The Specifications/Statement of Work provided in this package is to be used as a guide in developing an offer to this RFP. The information contained herein is not intended to be restrictive and the County will consider alternate offers submitted by respondent. Alternate offers shall be clearly marked with the proposed alternates and or exceptions to the Specifications/Statement of Work and shall include all pricing/cost advantages if applicable. Respondents are expected to include any additional requirements that may have been inadvertently left out of the attached Specifications/Statement of Work.

All offers inclusive of pricing shall remain firm for acceptance for a period of ninety (90) days from opening date unless otherwise specified by Brazoria County.

Prices offered shall reflect the full Specifications/Statement of Work as defined per the RFP documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Respondent must include all incidental costs in his pricing. Brazoria County will not provide or allow for parking or travel reimbursements for the respondent's employees. Respondent's offices, administration and/or place of business will not be on Brazoria County premises and will be the respondent's responsibility. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to Brazoria County, resulting from this Request for Proposal, shall be and remain employees of the Contractor, not Brazoria County. It is understood and agreed that the respondent is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the respondent's employees and or equipment during the course of the Contract.

Respondents may be requested to provide presentations, such presentations may develop into negotiating sessions with the successful respondent as selected by the evaluation committee. If Brazoria County and respondent are unable to agree to Contract terms, Brazoria County reserves the right to terminate Contract negotiations with that respondent and enter into negotiations with another respondent.

No award or acquisition can be made until Commissioners Court approves such action.

Brazoria County will not be obligated to the respondent for goods and/or services until completion of a signed Contract as approved by Commissioners Court.

Initials_____

Submission of an offer implies the respondent's acceptance of the evaluation criteria and respondent recognition that subjective judgments must be made by the evaluating committee.

This Request for Proposal in no manner obligates Brazoria County or any of its agencies to the eventual purchase of any goods and/or services described, implied or which may be proposed, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of Brazoria County and may be terminated at any time prior to the signing of a Contract.

Brazoria County will not be liable for any costs incurred by the respondent in preparing a response to this RFP. Brazoria County makes no guarantee that any goods and/or services will be purchased as a result of this request for proposal, and reserves the right to reject any and all offers. All offers and their accompanying documentation will become the property of Brazoria County. All offers shall be open to negotiation.

All documents will be held by the County and are NOT subject to public view until an award is made. When an award is made, offers are subject to review under the "Public Information Act". To the extent permitted by law, respondents may request in writing non-disclosure of confidential data. Such data shall accompany the offer, be readily separable from the offer and shall be CLEARLY MARKED "CONFIDENTIAL".

All correspondence relating to this RFP, from advertisement to award shall be sent to the Brazoria County Purchasing Department. All presentations and/or meetings between Brazoria County and the respondent relating to this RFP shall be coordinated by the Brazoria County Purchasing Department. Deviations from this requirement may cause the cancellation of this RFP process and/or disqualification of respondent's proposal.

All information provided to respondent for the purpose of submitting a proposal in response to this RFP is confidential, and is and will remain, the property of Brazoria County and will not be used by respondent for any other purposes.

The respondent is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at respondent's risk.

RFP Form Completion

Respondent shall fill out, **SIGN**, and return to the Brazoria County Purchasing Department one (1) original and six (6) copies of the complete RFP form. An authorized representative of the respondent **MUST** sign the Contract Sheet. The Contract will be binding only when signed by the Brazoria County Judge and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of RFP. If an error is made, respondent **MUST** draw a line through the error and initial each change. **PLEASE NOTE:** Unless otherwise specified, **ALL** RFPs are to be **F.O.B. Destination, Net Thirty (30) Days**.

Exceptions

Bidder/Respondent must provide any and all warranty terms and conditions. Bidder/Respondent Terms & Conditions are subject to the review and approval of Brazoria County. In the event of conflicting Terms & Conditions, the terms submitted in the solicitation package shall prevail. Bidder/Respondent must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms and conditions appear.

Public Information Act

All responses to this solicitation are in their entirety, subject to the Public Information Act. Brazoria County will respond to open records requests in accordance to law by providing all requested response information unless respondent (respondent) has specifically identified, in the response package, any section or part respondent deems confidential and/or proprietary. Respondent must note and identify such information on the page where such information appears in the same manner as other exceptions.

RFP Returns

Respondents must return all completed offers to the Brazoria County Purchasing Department **no later than 11:00 A.M.** on the date specified. Late RFPs will not be accepted. RFPs must be submitted in a sealed envelope and addressed as follows:

Initials_____

MAILING ADDRESS:

LESA GIROUARD, A.P.P., C.P.M., CPPB
 COUNTY PURCHASING DIR.
 BRAZORIA COUNTY COURTHOUSE
 PURCHASING DEPARTMENT
 111 E. LOCUST, BLDG A-29, SUITE 100
 ANGLETON, TEXAS 77515

PHYSICAL ADDRESS:

LESA GIROUARD, A.P.P., C.P.M., CPPB
 COUNTY PURCHASING DIR.
 BRAZORIA COUNTY PURCHASING
 COURTHOUSE WEST ANNEX
 451 N.VELASCO STREET, SUITE 100
 ANGLETON, TEXAS 77515

Late Bid/Offer

Bids/Offers received in the office of the County Purchasing Director after submission deadline will be considered void and unacceptable. Brazoria County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the office of the County Purchasing Director shall be the official time of receipt.

Altering Bids/Offers

Bids/Offers cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid/offer, guaranteeing authenticity.

Substitutions to Bid/Offer

Respondents offering substitutions shall state these by attachment as part of the bid/offer. Brazoria County reserves the right to accept any and all or none of the substitutions deemed to be in the best interest of the County.

Withdrawal of Bid/Offer

A bid/offer may not be withdrawn or canceled by the respondent without the permission of Brazoria County for a period of ninety (90) days following the date designated for the receipt of bids/offers, and respondent so agrees upon submittal of their bid/offer.

Descriptions

Any reference to model and/or make/manufacturer used in bid/offer specifications or scope of work are descriptive, not restrictive. It is used to indicate the type and quality desired. Bids/Offers on items of like quality will be considered. Offer must provide hardware specifications where hardware is offered.

Terms of Payment

Terms of payment shall be net thirty (30) days from receipt of acceptable invoice and/or acceptance of conforming goods, whichever is later. However, alternate terms will be considered and may be offered. Invoices for installed equipment and software will not be paid prior to complete acceptance by Brazoria County unless otherwise specified. If installation of equipment and software is delayed, the County reserves the right (without extra expense or penalty) to delay a portion of the payment until equipment is installed and functioning properly.

Pricing / Delivery

All items should be priced – FOB Destination Full Freight Allowed, inside delivery. Brazoria County will not pay for any additional transportation and/or shipping charges.

No charges may be billed to the County unless such costs were explicitly included in the proposal. Respondent will incur any costs not explicitly included in the proposal and/or mutually agreed to in writing by the Brazoria County Purchasing Department.

Reduction in Price: If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Brazoria County.

Price Increase: A price redetermination may be considered by Brazoria County only after six (6) months of the contract period have elapsed, and request for same shall be substantiated in writing addressed to the County Purchasing Director, 111 E. Locust, Bldg. A-29, Suite #100, Angleton, Texas 77515, based on a minimum of five (5) percent increase in manufacturer's direct cost, postage rates, Railroad Commission rates, prevailing wage/labor rates, etc. The bidder's past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Brazoria County reserves the right to accept or reject any/all of the price redeterminations as it deems to be in the best interest of the County. If rejected, either party may terminate the contract in accordance with the provisions of TERMINATION OF CONTRACT as included herein.

Initials _____

Personnel

Successful respondent agrees at all times to maintain an adequate staff of experienced and qualified full time employees to ensure efficient performance under this Agreement. No part-time, subcontract, or third party personnel may perform services hereunder without the prior written consent of the Brazoria County Purchasing Department.

Successful respondent agrees that at all times its employees will perform required services in a professional and workmanlike manner in accordance with good industry practices.

Brazoria County may, at any time, request the removal and replacement of any of successful respondent's employees and the successful respondent will duly consider such request.

Legal Documents

Respondent must submit with its proposal any agreements for services, etc. which may be required by their organization to enter into a Contract with Brazoria County. These agreements must be completed, executed by respondent's authorized representative and submitted with the returned proposal, and are subject to review and amendment by the Brazoria County Attorney's Office, and to approval by Commissioners Court. In the event of conflicting terms, the Brazoria County Terms and Conditions, Statement of Work, and attachments shall prevail.

Contract Obligations

This offer, submitted documents and any negotiations, when properly accepted by Brazoria County, shall constitute a Contract equally binding between the successful respondent and Brazoria County. The selected respondent will be considered as the prime Contractor and shall assume responsibility for the goods and/or services. Failure to meet obligations may result in the cancellation of any Contracts.

The respondent's response may be incorporated into any Contract which results from this RFP, therefore, respondents are cautioned not to make claims or statements which they are not prepared to commit to Contractually. Failure by the respondent to meet such claims will result in a requirement that the respondent provide resources necessary to meet submitted claims and/or breach of Contract.

Initials_____

BRAZORIA COUNTY BIDDER/RESPONDENT'S AFFIRMATION

RFP #16-80 LARGE ENTRY AND INTERPRETIVE SIGNS FOR THE PARKS DEPARTMENT

This sheet must be completed, signed, and returned by Bidder/Respondent

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD NOTIFICATION MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Bidder/Respondent affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or director to any other person engaged in this type of business prior to the official opening of this bid/offer.
2. Bidder/Respondent hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to §262.076 (a) of the Texas Local Government Code and subject to Brazoria County Court Order No. 36 of October 28, 2003, Bidder/Respondent, hereby affirms that Bidder/Respondent:

_____ Does not own taxable property in Brazoria County.

_____ Does not owe any ad valorem taxes to Brazoria County or is not otherwise indebted to Brazoria County.

If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.

Bidder/Respondent Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _____

Signature of Company Official
Authorizing the Bid/Offer _____ Date _____

Company Official
(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated _____ Charter Number _____

Sole Owner's SSN _____

**BRAZORIA COUNTY
BIDDER/RESPONDENT'S SDNs/BLOCKED PERSONS
AFFIRMATION**

RFP #16-80 LARGE ENTRY AND INTERPRETIVE SIGNS FOR THE PARKS DEPARTMENT

This sheet must be completed, signed, and returned by Bidder/Respondent

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD NOTIFICATION MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Pursuant to §2155.077 of the Texas Government Code and subject to Brazoria County Court Order No19 of August 9, 2005, Bidder/Respondent, hereby affirms that Bidder/Respondent:
(Please check all that are applicable)

_____ Is not excluded from doing business at the federal level.

_____ Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. Brazoria County may not make procurement transactions with SDNs/Blocked Persons.

If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.

Bidder/Respondent Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _ _____

Signature of Company Official
Authorizing the Bid/Offer _____ Date _____

Company Official
(Printed Name) _____

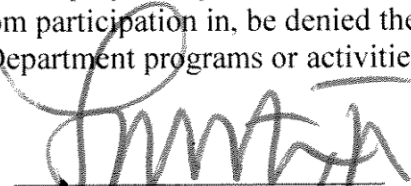
Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated _____ Charter Number _____

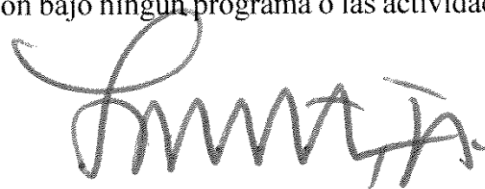
**Title VI and Related Statues
Nondiscrimination Statement**

Brazoria County, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.S. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.


L.M. "MATT" SEBESTA, JR.
COUNTY JUDGE

**Titulo VI y Estatutos Relacionados
Declaration de No Discriminacion**

Brazoria County, como beneficiario de la asistencia financiera federal y según el Título VI de la Ley de Derechos Civiles de 1964 y los estatutos relacionados, asegura que ninguna persona será excluida por motivos de raza, religión (donde el objetivo principal de la ayuda financiera es proporcionar empleo por 42 USS § 2000d-3), color, origen nacional, sexo, edad o discapacidad de participacion en, o negado los beneficios de, ni será sujeto a discriminación bajo ningún programa o las actividades del Departamento.


L.M. "MATT" SEBESTA, JR.
COUNTY JUDGE

PREVAILING WAGE RATES

General Decision Number: TX160044 03/18/2016 TX44

Superseded General Decision Number: TX20150044

State: Texas

Construction Type: Heavy

County: Brazoria County in Texas.

HEAVY CONSTRUCTION PROJECTS (Including Water and Sewer Lines
(Does Not Include Flood Control))

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	03/18/2016

* SFTX0669-001 01/01/2016

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 27.43	22.52

SUTX2005-018 05/18/2005		

	Rates	Fringes
Carperter.....	\$ 14.38	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 11.37	1.13
ELECTRICIAN.....	\$ 18.40	1.34
Formbuilder/Formsetter.....	\$ 9.83	1.69
IRONWORKER, REINFORCING.....	\$ 11.29	0.00
Laborers:		
Common.....	\$ 8.99	1.25
Landscape.....	\$ 7.35	0.00
Mason Tender Cement.....	\$ 9.96	0.00
Pipelayer.....	\$ 9.63	1.50

PIPEFITTER.....	\$ 17.00	0.04
POWER EQUIPMENT OPERATOR:		
Backhoe.....	\$ 12.74	0.00
Bulldozer.....	\$ 12.46	0.00
Crane.....	\$ 11.00	0.74
Excavator.....	\$ 16.74	0.00
Front End Loader.....	\$ 10.47	1.28
Grader.....	\$ 12.20	1.48
Tractor.....	\$ 11.29	1.45
TRUCK DRIVER.....	\$ 14.42	1.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the
Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an
interested party (those affected by the action) can request
review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the
interested party's position and by any information (wage
payment data, project description, area practice material,
etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

CONTRACTOR'S QUALIFICATIONS

CONTRACTOR'S GENERAL EXPERIENCE & QUALIFICATIONS

General Contractors Name: _____

I. General

- a. Qualification information submitted shall be applicable only to the company entity or branch that will perform this Work.
- b. Attach your Project Organization Chart
- c. Submit list of other fully staffed branch offices
- d. Submit list of corporate officers, partnerships or owners of organization

II. History

- a. Please specify:

___ Corporation – State of Incorporation _____

___ Partnership

___ Sole Proprietorship

___ Joint Venture

- b. Specify: In continuous business since: _____

- c. Specify:

___ Large Business (100 or more employees)

___ Small Business (fewer than 100 employees)

___ Other _____

III. Experience

- a. Normally performs _____% of work with own forces.
- b. Proposing to perform _____% of work for this project with own forces.

i. List Trades _____

(additional attachments as required)

CONTRACTOR'S QUALIFICATIONS

List Projects

(Similar Projects in Size and Scope Completed in Last Five Years)

Project	Municipality	\$ Amount	Type	Date

CONTRACTOR'S QUALIFICATIONS

CONTRACTOR KEY PERSONNEL

I. Superintendent & Project Manager Information

- a. Resumes of key personnel shall also be included. Professional affiliations, memberships, and certifications for each of the key personnel must be included and will be used to evaluate the proposed team and personnel.

Project Manager	Years Experience	Projects

Superintendent	Years Experience	Projects

Scheduler	Years Experience	Projects

Quality Control Person	Years Experience	Projects

CONTRACTOR'S QUALIFICATIONS

CONTRACTOR REFERENCES

References: Name 5 projects of similar work, preferably completed in the last five (5) years, References must be provided for owners of similar size and scope as the proposed project.

1.Project:

Owner:

Owner's Representative:

Project Architect:

Phone Number of Owner:

\$ Amount of Project:

Date

2.Project:

Owner:

Owner's Representative:

Project Architect:

Phone Number of Owner:

\$ Amount of Project:

Date

3.Project:

Owner:

Owner's Representative:

Project Architect:

Phone Number of Owner:

\$ Amount of Project:

Date

4.Project:

Owner:

Owner's Representative:

Project Architect:

Phone Number of Owner:

\$ Amount of Project:

Date

5.Project:

Owner:

Owner's Representative:

Project Architect:

Phone Number of Owner:

\$ Amount of Project:

Date

CONTRACTOR'S QUALIFICATIONS

CONTRACTOR'S CURRENT WORK SCHEDULE/RECORD

I. Current Work Schedule

- a. List major construction projects your organization has in-progress using the format below:

Name & Location of Project	Contract \$	% Complete	Projected Completion Date	Owner Contact And Phone

- b. Total number and dollar amount of contracts currently in progress:

Number _____ \$ _____

- c. Largest single contract amount currently in progress:

Project Name: _____

Projected Completion Date : _____

Dollar Amount \$ _____

II. Past Record

- a. List major construction projects of our organization has completed in the last 5 years with completion dates and references.

Name & Location of Project	Contract \$	Date Completed	Owner Contact and Phone

b. Volume of work completed over -following years:

2016 \$ _____

2015 \$ _____

2014 \$ _____

2013 \$ _____

2012 \$ _____

CONTRACTOR'S QUALIFICATIONS

CONTRACTOR LITIGATION, CLAIMS, REPUTATION & COMPLIANCE

I. Please answer the following questions

- a. Has your firm ever defaulted, been declared to be in default, or failed to complete any work awarded?

___ yes

___ no

If yes, stipulate where and why: _____

- b. Has your firm ever paid (or had withheld from payment) liquidated damages for failure to complete a contract on time?

___ yes

___ no

If yes, stipulate where and why: _____

- c. Has your organization ever been charged with or paid a fine for non-compliance of State and/or Federal statutes or regulations?

___ yes

___ no

If yes, stipulate where and why: _____

- II. List pending claims and/or litigation against or involving project owners at time of submitting Proposal.
Show project name, owner and summary explanation.

CONTRACTOR'S SAFETY RECORD

- I. List your organization's Workers Compensation Experience Modification Rate (EMR) for the last five years, as obtained from your insurance agent.

2016 _____

2015 _____

2014 _____

2013 _____

2012 _____

- II. Complete the matrix below for the last five years, as obtained from OSHA No. 200 Log:

	2016	2015	2014	2013	2012
Number of injuries & illnesses					
Number of lost time accidents					
Number of recordable cases					
Number of fatalities					
Number of employee direct hire fixed hours (round to 1,000's)					

- III. Please answer the following questions regarding your safety program

- a. Are regular project safety meetings held for Field Supervisor(s)?

___ yes

___ no

If yes, frequency:

___ weekly

___ bi-monthly

___ monthly

___ as needed

b. Are project safety inspections conducted?

☐ yes

☐ no

If yes, who performs inspections? _____

How often? _____

Who is required to attend? _____

c. Does your organization have a written safety program?

☐ yes

☐ no

If yes, provide a copy. It will become a compliance document upon contract award.

d. Does your organization have a safety orientation program for new employees?

☐ yes

☐ no

For employees promoted to Field Supervisor?

☐ yes

☐ no

If yes, does your Supervisor Safety Program include instructions on the following:

Safety work practices	<input type="checkbox"/> yes	<input type="checkbox"/> no
-----------------------	------------------------------	-----------------------------

Tool box safety meetings	<input type="checkbox"/> yes	<input type="checkbox"/> no
--------------------------	------------------------------	-----------------------------

First aid procedures	<input type="checkbox"/> yes	<input type="checkbox"/> no
----------------------	------------------------------	-----------------------------

Accident investigation	<input type="checkbox"/> yes	<input type="checkbox"/> no
------------------------	------------------------------	-----------------------------

Fire protection	<input type="checkbox"/> yes	<input type="checkbox"/> no
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New worker's orientation	<input type="checkbox"/> yes	<input type="checkbox"/> no
--------------------------	------------------------------	-----------------------------

CONTRACTOR'S QUALIFICATIONS

SUBCONTRACTOR/ SUBCONSULTANT LIST

The Respondent shall provide a list of subcontractors your firm intends to contract with for services for each trade included in your offer. Include the current name, address and telephone number of subcontractors.

SUBCONTRACTOR/SUBCONTRACTOR

TRADE

BRAZORIA COUNTY INSURANCE REQUIREMENTS FOR HIGH EXPOSURE CONSTRUCTION CONTRACTS

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

INSURANCE: Prior to acceptance of contract by Brazoria County, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

A. FOR CONSTRUCTION WORK CONTRACTS, THE FOLLOWING COVERAGES ARE REQUIRED:

1. Statutory workers compensation in accordance with the State of Texas requirements.
2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

	COVERAGE	PER PERSON	PER OCCURRENCE
a.	Premises and product liability	\$1,000,000	\$1,000,000
b.	Aggregate policy limits	\$1,000,000	

3. Comprehensive automobile and truck liability insurance (covering owned, hired and non-owned vehicles):

	COVERAGE	PER PERSON	PER OCCURRENCE
a.	Bodily injury (including death)	\$1,000,000	\$1,000,000
b.	Property damage	\$1,000,000	\$1,000,000
c.	Aggregate policy limits	\$1,000,000	

Insurance certificates and policy endorsements shall include agreements to hold Commissioners Court of Brazoria County and Brazoria County, Texas harmless; i.e., shall include coverage for "Hold Harmless Agreement".

Failure to maintain insurance coverage as required herein shall be grounds for immediate termination of contract.

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Director of Brazoria County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of Brazoria County thereon is final.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas.

Neither approval by Brazoria County of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.

No additional payment shall be made for any insurance that the successful bidder may be required to carry.

Initials_____

BRAZORIA COUNTY BUILDING/CONSTRUCTION WORKERS' COMPENSATION REQUIREMENTS

BIDDER/RESPONDENT INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede all other Requirements where applicable.

§T285S110.110(c) (7). Workers' Compensation Insurance Coverage

A. Definitions

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity with furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B.** The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C.** The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D.** If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E.** The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F.** The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G.** The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H.** The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- I.** The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- (1) provide coverage, base on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificated of coverage on file for the duration of the project and for one (1) year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew of should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (9.1) - (9.7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J.** By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier of, or in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administration penalties, criminal penalties, civil penalties, or other civil actions.
- K.** The contractor's failure to comply with any of these provision is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

If awarded a contract for RFP #16-80, by my signature below, I certify that I will provide workers' compensation insurance coverage for each employee employed on this public project. I also certify that each of my subcontractors will also provide workers compensation for each employee employed on this public project.

SIGNATURE

DATE

Typewritten or Printed Name

Title

BRAZORIA COUNTY BID BOND INFORMATION AND REQUIREMENTS

The following requirements supersede other requirements where applicable.

BID BOND: When applicable, as designated below, all respondents must submit, with bid/proposal, a cashier's check or certified check for at least five percent (5%) of the total bid/proposal price, if the bid/proposal exceeds \$100,000 in contract price or if the contract includes construction of public work. Such cashier's check shall be payable to the order of Brazoria County, or a Bid/Proposal Bond in the same amount issued by a surety, acceptable to Brazoria County, authorized to do business in the State of Texas, as a guaranty that the respondent will enter into a contract with Brazoria County (as outlined in the Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required.

 X BID BOND REQUIRED IF BID/PROPOSAL EXCEEDS \$100,000 AND REQUIRED
BY COURT ORDER

 X BID BOND REQUIRED WHEN BID/PROPOSAL INCLUDES CONSTRUCTION OF PUBLIC
WORK

A guaranty shall be submitted with each bid that the bidder will enter into a contract with Brazoria County for the goods and/or services as outlined in the Specifications, Scope of Work and contract attachments and that respondent will furnish the requisite performance and payment bonds as may be required within ten (10) days after award of the contract and receipt of contract and performance bond forms. Guaranty may be submitted in either of these forms:

- A. Individual bid bonds payable to Brazoria County for 5% of the total amount of the bid.
- B. Bank cashier's check, payable to Brazoria County for 5% of the total amount of each separate bid.

If the successful bidder submits a bank cashier's check, as guaranty, Brazoria County may elect to hold the check until all provisions of the contract have been completed or require the contractor to furnish performance payment bonds. Performance bond and payment bond shall be in a sum equal to the amount of money to be paid by the County under the contract, unless otherwise stated, and shall be executed by a surety company authorized to do business in the State of Texas.

If the performance bond forms and related documents are not returned to the Brazoria County Purchasing Department, 111 E. Locust, Bldg, A-29, Suite 100, Angleton, Texas 77515 within ten (10) days of award, Brazoria County has the right to render the award ineffective.

Written verification of the validity of the bond shall be received by the Purchasing Department from the Contractor's Surety before any payments will be made.

Initials_____

BRAZORIA COUNTY

BID CHECK RETURN AUTHORIZATION FORM

Respondent must complete this form and attach to bid check. All bid checks must be for the required amount and be payable to Brazoria County, **not payable to any individual**.

If an ITB, the Purchasing Director may retain the bid checks of the three lowest bidders until after the award and approval of the contract, receipt of a performance bond, and, if required, receipt of a payment bond. The Purchasing Director shall return the bid checks of all other bidders at any time within seventy-two (72) hours following the opening of bids. If an RFP/RFO, all bid checks will be retained by the Office of the Purchasing Director until after the award and approval of the contract, receipt of a performance bond, and, if required, receipt of a payment bond.

Authorization is hereby granted for Brazoria County to return the bid check via regular mail without liability of any kind or nature to the address listed below if:

1. we are an unsuccessful bidder, or
2. a performance bond, and payment bond, if required, has replaced the bid check, or
3. upon completion of contract.

Bid for: _____

Cashier's Check Number _____, Drawn on _____

Bank of _____, Dated _____ in the
amount of \$ _____.

Name: _____

Business Address: _____

Signature: _____

Mailing Address: _____

City & State: _____ Zip Code: _____

Telephone: _____

For Use of Purchasing Director Only:

Date Check Mailed: _____ By: _____

Ledger Number: _____ Dept: _____

BRAZORIA COUNTY PERFORMANCE BOND INFORMATION AND REQUIREMENTS

The following requirements supersede other requirements where applicable.

PERFORMANCE BOND: (Public Works Contract or as Required by Commissioner's Court) As designated below, the successful respondent must provide a performance bond, in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bond shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the respondent. In the event Brazoria County rejects the proposed surety company, the respondent will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County.

 X PERFORMANCE BOND REQUIRED WHEN BID/PROPOSAL EXCEEDS \$100,000
AND IS FOR PUBLIC WORK.

 PERFORMANCE BOND REQUIRED WHEN BID/PROPOSAL EXCEEDS \$50,000.00 AND IS
REQUIRED BY COURT ORDER.

If the performance bond and related documents are not returned to the Brazoria County Purchasing Department, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515 within ten (10) days of award, Brazoria County has the right to render the award ineffective.

Written verification of the validity of the bond shall be received by the Purchasing Department from the Contractor's Surety before any payments will be made.

Initials _____

**BRAZORIA COUNTY
PAYMENT BOND INFORMATION
AND REQUIREMENTS**

The following requirements supersede other requirements where applicable.

PAYMENT BOND: (Public Works Contract) In the event the total accepted bid/proposal price exceeds \$25,000 the successful respondent must provide to the office of the County Purchasing Director, a payment bond in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bond shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the respondent. In the event Brazoria County rejects the proposed surety company, the respondent will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County.

 X PAYMENT BOND REQUIRED WHEN BID/PROPOSAL EXCEEDS \$25,000 AND IS
FOR PUBLIC WORKS.

If the payment bond and related documents are not returned to the Brazoria County Purchasing Department, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515 within ten (10) days of award, Brazoria County has the right to render the award ineffective.

Written verification of the validity of the bond shall be received by the Purchasing Department from the Contractor's Surety before any payments will be made.

Initials_____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

☐**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Chapter 46. Disclosure of Interested Parties
(effective December 24, 2015)
Text of Adopted Rule

The adopted new language is indicated by underlined text.

Chapter 46. DISCLOSURE OF INTERESTED PARTIES

§46.1. Application

(a) This chapter applies to section 2252.908 of the Government Code.

(b) Section 2252.908 of the Government Code applies only to a contract of a governmental entity or state agency entered into after December 31, 2015, that meets either of the following conditions:

(1) The contract requires an action or vote by the governing body of the entity or agency; or

(2) The value of the contract is at least \$1 million.

(c) A contract does not require an action or vote by the governing body of a governmental entity or state agency if:

(1) The governing body has legal authority to delegate to its staff the authority to execute the contract;

(2) The governing body has delegated to its staff the authority to execute the contract; and

(3) The governing body does not participate in the selection of the business entity with which the contract is entered into.

§46.3. Definitions

(a) "Contract" includes an amended, extended, or renewed contract.

(b) "Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

(c) "Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

(d) "Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

(e) "Intermediary," for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person's participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity.

§46.5. Disclosure of Interested Parties Form

(a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:

(1) The name of the business entity filing the form and the city, state, and country of the business entity's place of business;

(2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;

(3) The name of each interested party and the city, state, and country of the place of business of each interested party;

(4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the goods or services used by the governmental entity or state agency provided under the contract; and

(5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.

(b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed

(c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract.

(d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE

CHECK APPROPRIATE BOX

☐ SERVICE CONTRACT☐ CONSTRUCTION CONTRACT

OMB Number: 9000-0089

Expiration Date: 7/31/2014

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVP), Office of Acquisition Policy, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0089), Washington, DC 20503.

INSTRUCTIONS: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16, KEEP A PENDING COPY, AND SUBMIT THE REQUEST, IN QUADRUPLICATE, TO THE CONTRACTING OFFICER.

1. TO: ADMINISTRATOR, Employment Standards Administration WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, D.C. 20210		2. FROM: (REPORTING OFFICE)		
3. CONTRACTOR				4. DATE OF REQUEST
5. CONTRACT NUMBER	6. DATE BID OPENED (SEALED BIDDING)	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED (IF APPLICABLE) (SCA ONLY)
10. SUBCONTRACTOR (IF ANY)				
11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)				
12. LOCATION (CITY, COUNTY AND STATE)				
13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION				

NUMBER:

DATED:

a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (SCA ONLY) <i>(Use reverse or attach additional sheets, if necessary)</i>	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)	15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE	
16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE	TITLE	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13. <input type="checkbox"/> AGREE <input type="checkbox"/> DISAGREE

TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE - SEE FAR 22.1019 (SCA) OR FAR 22.406-3 (DBA))

☐ THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

☐ THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

(Send copies 1, 2, and 3 to Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE	TITLE AND COMMERCIAL TELEPHONE NO.	DATE SUBMITTED
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PREVIOUS EDITION IS USABLE

STANDARD FORM 1444 (REV. 12-2001)
Prescribed by GSA-FAR (48 CFR) 53.222(f)



**BRAZORIA COUNTY COURTHOUSE
PURCHASING DEPARTMENT
111 E. LOCUST STREET, BLDG. A-29, SUITE 100
ANGLETON, TEXAS 77515
TEL: 979-864-1825 FAX: 979-864-1034**

**BRAZORIA COUNTY RFP ATTACHMENT ACKNOWLEDGMENT FORM (REMOVE
IF NOT APPLICABLE)**

Lesla Girouard, A.P.P., C.P.M., CPPB
County Purchasing Director
Brazoria County Purchasing
Courthouse West Annex
451 N. Velasco Street, Suite 100
Angleton, TX 77515

**Solicitation Number: RFP #16-80 LARGE ENTRY AND INTERPRETIVE SIGNS FOR THE PARKS
DEPARTMENT**

Open / Due Date: **WEDNESDAY, JULY 12, 2016 AT 11:00 A.M. LOCAL TIME**

**VENDORS MUST INCLUDED SIGNED ACKNOWLEDGEMENT FORM OF ATTACHMENTS
WITH THEIR RFP SUBMITTAL:**

- **Attachment A 16-80 Project Manual-Drawings**
- **Attachment B Assurances Construction Programs**
- **Attachment C CIAP Amendment**
- **Attachment D Disclosure of Lobbying Activities**
- **Attachment E Federal Procurement Debarment Certification U.S. Dept. of Commerce Form CD-512**
- **Attachment F Example Design**

Legal Name of Contracting Company

Contact Person

Complete Mailing Address

Telephone Number

Facsimile Number

Email Address

Signature

Date

**BRAZORIA COUNTY
RETURN LABEL**

*******LATE RESPONSES CANNOT BE ACCEPTED*******

<u>SEALED REQUEST FOR PROPOSAL (RFP)</u>	
RFP#:	16-80
OPENING DATE:	THURSDAY, AUGUST 04, 2016
OPENING TIME:	11:00 A.M. LOCAL TIME
RFP DESCRIPTION:	LARGE ENTRY AND INTERPRETIVE SIGNS FOR THE PARKS DEPARTMENT
RETURN OFFER TO:	PHYSICAL ADDRESS: COUNTY PURCHASING DIRECTOR BRAZORIA COUNTY PURCHASING COURTHOUSE WEST ANNEX 451 N. VELASCO STREET, SUITE 100 ANGLETON, TEXAS 77515
<i>DATED MATERIAL – DELIVER IMMEDIATELY</i>	

PLEASE CUT OUT AND AFFIX THE RFP LABEL ABOVE TO THE
OUTER MOST ENVELOPE OF YOUR RESPONSE TO HELP
ENSURE PROPER DELIVERY!

*****VENDOR MUST RETURN ONE (1) ORIGINAL AND SIX (6)
COMPLETE COPIES OF THE BID DOCUMENTS*****

*******LATE RFP's CANNOT BE ACCEPTED*******